



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

500 West Temple Street
493 Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

Telephone: (213) 974-2008
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March 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR THE CHIEF INFORMATION OFFICER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE WESTSIDE CENTER FOR
INDEPENDENT LIVING TO SUPPORT A WEBPORTAL FOR DISABLED
AMERICANS
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Information Officer to execute a Memorandum of Understanding (MOU), substantially similar to that which has been approved as to form by County Counsel, between the County of Los Angeles and the Westside Center for Independent Living (WCIL). The MOU defines WCIL's responsibilities for the maintenance of the Living Independently in Los Angeles (LILA) website over the 12-month term of the proposed MOU.
2. Approve and authorize the use of monies identified by the Department of Health Services (DHS), Department of Public Social Services (DPSS), Department of Mental Health (DMH) and Community and Senior Services (CSS) for a total of \$143,000 to support the maintenance of the LILA website for the 12-month term of the MOU.

PURPOSE OF RECOMMENDED ACTION

This action will authorize the Chief Information Officer to execute a Memorandum of Understanding between the County of Los Angeles and the Westside Center for Independent Living. The MOU, approved as to form by County Counsel, delineates responsibilities for maintenance of a web portal for individuals with disabilities and the County's financial support for those maintenance activities.

This action will also allow the allocation and payment of funds from four (4) departments. It is recommended that your Board approve the departmental total funding of \$143,000 and prepayment of these funds for the 12-month maintenance of the website.

JUSTIFICATION

In a December 2000 motion, your Board directed the Chief Information Officer to evaluate the benefits of working collaboratively with UCLA's Advanced Policy Institute, School of Public Policy and Social Research, to develop an Internet website. The website, LILA, improves the accessibility of services to the disabled through home, community, or agency-based computers. Resources provided through the Information Technology Fund allowed the UCLA Advanced Policy Institute and WCIL to develop the LILA website and include County service offerings.

Implementation of Strategic Plan Goals

Maintenance of the LILA website is consistent with the County's Strategic Goal No. 1 - *Service Excellence*, to provide the public with easy access to quality information and services that are beneficial. The project is also consistent with Goal No. 3 - *Organizational Effectiveness*, by collaborating across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

Upon approval by your Board and execution of the MOU by the Chief Information Officer, the four (4) participating departments will contribute the required \$143,000 in funding for the LILA website. These resources will allow for the maintenance of the website for a period of 12 months.

<u>Department</u>	<u>Contribution</u>
1. Department of Health Services	\$ 103,000
2. Department of Public Social Services	\$ 20,000
3. Department of Community and Senior Services	\$ 10,000
4. Department of Mental Health	\$ 10,000

There are no other fiscal impacts.

FACTS AND PROVISIONAL/LEGAL REQUIREMENT

None.

IMPACT ON CURRENT SERVICES

The LILA website expands access to County information and services to the disabled throughout the Los Angeles region. The County currently provides a link to the LILA website as its consolidated view of disability related services available within the county and surrounding areas. In addition, there is a bi-directional link between the LILA website and the Department of Health Services to provide residents access to information on services provided by the Rancho Los Amigos Rehabilitation Center.

County departments (i.e., Assessor, Public Works, Public Social Services, Community and Senior Services, Parks and Recreation, Affirmative Action, and Office of Emergency Management) have agreed to provide information and data resources to the UCLA-Advanced Policy Institute and WCIL at no additional cost.

CONCLUSION

Your Board's approval of the recommended action will authorize the Chief Information Officer to execute an MOU with the WCIL for maintenance of the LILA website. Your approval will further authorize four (4) County departments to fund the maintenance of the website.

Respectfully submitted,



JON W. FULLINWIDER
Chief Information Officer

JWF: EB:ygd

- c: Chief Administrative Officer
- Executive Officer, Board of Supervisors
- Assessor
- Director, Office of Affirmative Action Compliance
- Director, Department of Community and Senior Services
- Director, Department of Public and Social Services
- Director, Department of Public Works
- Director, Commission on Disabilities
- Administrator, Office of Emergency Management, CAO
- Board I/T Deputies
- Alan Toy, Project Director, UCLA Advanced Policy Institute, School of Public and Social Research

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES
AND
WESTSIDE CENTER FOR INDEPENDENT LIVING

This Memorandum of Understanding ("MOU") is made as of **(DATE)**, by and between the Westside Center for Independent Living (hereafter referred to as "WCIL") a Non Profit Agency and the County of Los Angeles ("County").

RECITALS

- A. The County and WCIL desire to enter into an Agreement governing the terms and conditions of County's participation in the maintenance of the Living Independently in Los Angeles ("LILA") website project.
- B. The Regents of the University of California, on behalf of the Center for Neighborhood Knowledge, School of Public Affairs, at its campus at Los Angeles ("UCLA") and WCIL, in consultation with County, developed the LILA website, a dynamic map-based website allowing people with disabilities, their families and their advocates to search for and obtain information and resources by subject matter or area throughout Los Angeles County.
- C. As set forth in this MOU, County desires to contribute funding toward the maintenance of the LILA website.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the County and WCIL hereby agree as follows:

AGREEMENT

- 1. Responsibilities.
 - a. On an ongoing basis, County and WCIL shall identify various County data sets regarding disability services and access information ("data sets") which the parties mutually agree would be useful to and appropriate for inclusion in the LILA website. The parties will continue to work together to establish a process for identifying these data sets, determining their appropriateness and compatibility for the website, and accumulating and transferring them to WCIL. While other County departments and staff will be involved in this process, the County's Chief Information Officer shall serve as the County's liaison and will be responsible for overseeing and coordinating the County's efforts and participation in the process.

- b. WCIL shall take the following steps toward the ongoing maintenance of the LILA website.
 - i. WCIL shall over the term of this MOU:
 - (1) Maintain the interactive mapping platform which incorporates the County's parcel layer data and using Thomas Brother Map street files, in accordance with the Database Licensing Agreement executed between the Regents of the University of California and Thomas Brothers Maps, dated February 22, 2002.
 - (2) Identify and include in the LILA website various County data sets regarding disability services and access information ("data sets") which the parties mutually agree would be useful to and appropriate for inclusion.
 - (3) Maintain a website that is accessible to users including those with differing disabilities or those not experienced in using a resource database driver site.
 - (4) Maintain a community asset-mapping system to collect and display "expert" knowledge for County residents with disabilities, with at least 500 records of non-governmental resources for residents, including seniors, with disabilities.
 - (5) Maintain an accommodation for County use of the website and public access to the website from the County's Homepage.
 - ii. On an ongoing basis, collaborate with staff and members of the County's Commission on Disabilities to ensure Commission input and participation into the website feedback, shape the future development of the website, and create new outreach opportunities.

2. Consideration.

- a. Subject to the terms and conditions contained herein, County shall pay WCIL an aggregate amount that will not exceed \$143,000 toward maintenance of the LILA website, in accordance with the provisions specified in Section 6 of this MOU.
- b. The County payment shall aggregate contributions from the following County departments:

<u>Department</u>	<u>Monetary Contribution</u>
1. Department of Health Services	\$ 103,000
2. Department of Public Social Services	\$ 20,000
3. Department of Community and Senior Services	\$ 10,000
4. Department of Mental Health	\$ 10,000

3. Term.

This MOU shall remain in effect for one year from its execution unless otherwise terminated or extended, pursuant to the terms of this agreement.

4. Copyright.

It is understood that the County retains all undivided copyrights, patents, trade secrets, trademarks and trade name rights and all other right, title and interest in and to its GIS Ready Digital Graphics System ("System"), Derivative Layers and any other materials delivered pursuant to the MOU executed between the parties on January 25, 2002 excluding the areas provided by contributing cities of which ownership is retained by the contributing cities, and of which the County has only the right to use for its internal purposes or to remarket pursuant to the terms of a Licensing and Marketing Agreement with the contributing city. WCIL will take not action to relinquish, sell, license or otherwise transfer those rights and interests to a third party. WCIL agrees that it will not at any time during or after this MOU knowingly do anything which may adversely affect the validity or enforceability of, any trademark, trade name, copyright or logo belonging to or licensed to County (including any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in the System). WCIL will not alter, remove, obscure, erase or deface any proprietary rights notice contained on or incorporated in the System or the labeling of the System. In the event that WCIL prepares any materials concerning any of the System, WCIL will include customary and proper notices of County's proprietary rights on such materials.

Except as set forth in the preceding paragraph, WCIL shall retain title and have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data, information or material developed by WCIL or its agents. To the extent that WCIL delivers any material to the County under this MOU, County may reproduce, publish or otherwise use such material. With respect to those materials delivered by WCIL to County which may be copyrighted, WCIL agrees to and does hereby grant to County a royalty-free, nonexclusive and irrevocable license throughout the world to reproduce, publish or otherwise use such deliverables for County's purposes, and to authorize others to do so as necessary to fulfill County's purposes. Such license shall be only to the extent WCIL now has, or prior to completion or final settlement of this MOU may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

5. Patent, Copyright & Trade Secret Indemnification

- a. Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- b. In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
 - Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- c. Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

6. Cancellation.

- a. The County may, at any time, terminate this MOU, in whole or in part, whenever termination is considered to be in the best interest of the County upon thirty (30) days prior written notice. In the event of termination of this MOU by the County, a pro rata amount based on the remaining months in the 12-month term shall be refunded by WCIL within thirty (30) days of said termination. However, in no event shall such amount exceed \$143,000.
- b. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective

immediately upon delivery of written notice of termination to the breaching party.

7. Payment.

- a. WCIL and the County agree on a single payment in advance for the 12 months of maintenance services.
- b. WCIL will submit an invoice to the County following the execution of this MOU.
- c. County shall take all reasonable efforts to assure payment is made within thirty days of receipt of an invoice from WCIL and approval of such invoice by County,

8. Additional Terms and Conditions.

Additional Terms and Conditions are set forth in Addendum I, incorporated herein by reference.

9. Counterparts.

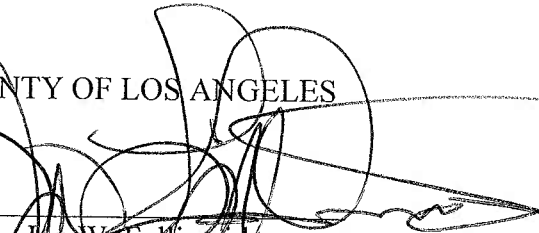
This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOU to be subscribed by its Chief Information Officer, and WCIL has caused this MOU to be subscribed on its behalf by its duly authorized officer, the day, month and year first written above.

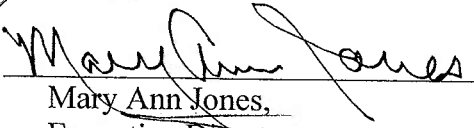
COUNTY OF LOS ANGELES

WESTSIDE CENTER FOR
INDEPENDENT LIVING

By


Jon W. Fullinwider,
Chief Information Officer

BY


Mary Ann Jones,
Executive Director

ADDENDUM I

ADDITIONAL PROVISIONS

1. EMPLOYMENT ELIGIBILITY VERIFICATION: WCIL warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. WCIL shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. WCIL shall retain such documentation for all covered employees for the period prescribed by law. WCIL shall indemnify, defend, and hold harmless County, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against WCIL or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

2. COMPLIANCE WITH APPLICABLE LAW: WCIL shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

3. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. WCIL agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought

hereunder shall be exclusively in Los Angeles County.

4. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate WCIL's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing WCIL's compliance with all contract terms and performance standards. WCIL deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and WCIL. If improvement does not occur consistent with the corrective measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

5. PARTIES' RELATIONSHIP:

A. This Agreement is not intended, and shall not be construed, to create the relationship of principal-agent, master-servant, employer-employee, business partnership, joint venture, or association, as between County and WCIL. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. WCIL shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits, to any personnel provided by WCIL.

C. County shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. WCIL shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits, to any personnel provided by County.

D. WCIL understands and agrees that all of its staff and employees furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of WCIL and not employees of County. WCIL shall bear the sole liability and responsibility for any and all workers' compensation benefits to any of its staff and employees as a result of injuries arising from or connected with services performed by or on behalf of WCIL pursuant to this Agreement.

A written acknowledgment that each of WCIL's staff and employees understands that such person is an employee of WCIL and not an employee of County shall be signed by each employee of WCIL performing services under this Agreement and shall be filed by WCIL with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER, attached hereto and incorporated herein by reference.

6. PROHIBITION AGAINST SUBCONTRACTING, ASSIGNMENT AND DELEGATION: WCIL shall not assign its rights or delegate its duties, or enter into a subcontract to provide the services required, under this Agreement, whether in whole or in part, without the prior written consent of County. Any assignment, delegation or subcontract which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, as a

consequence of any such County consent, shall reduce dollar for dollar any claims which WCIL may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against WCIL, whether under this Agreement or otherwise.

7. NONDISCRIMINATION IN EMPLOYMENT:

A. WCIL certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. WCIL shall take affirmative action to ensure that qualified applicants are employed. WCIL shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. WCIL shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations

promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.).C. WCIL shall deal with its subWCILs, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation. Further, WCIL shall give written notice of its obligations under this Paragraph to labor organizations with which it has a collective bargaining or other agreement.

D. WCIL shall allow County representatives access to its employment records of employees providing services at County's Facility or WCIL's facility, as applicable, during regular business hours to verify compliance with the provision of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that WCIL has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that WCIL has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that WCIL violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1672 as liquidated damages in lieu of

canceling, terminating, or suspending this Agreement.

8. RECORDS AND AUDITS: At any time during the term of this Agreement or at any time after the expiration or earlier termination of this Agreement, authorized representatives of County may conduct an audit of WCIL regarding the services provided to County hereunder. If County chooses to conduct such an audit, WCIL shall comply fully with County's efforts, including providing any and all records, invoices, or documentation that County deems necessary to substantiate WCIL's performance under this

9. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

10. WAIVER OF TERMS AND CONDITIONS: A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any of the other terms and conditions of Agreement.

11. COUNTY LOBBYISTS: WCIL and each lobbyist or lobbying firm (as defined in Los Angeles County Code section 2.160.010) retained by WCIL, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of WCIL or any County lobbyist or County lobbying firm retained by WCIL to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

12. TERMINATION FOR IMPROPER GRATUITIES

County may, by written notice to WCIL, immediately terminate the right of WCIL to proceed under this Agreement if it is found that consideration, in any form, was offered or given

by WCIL, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to WCIL's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against WCIL as it could pursue in the event of default by WCIL.

WCIL shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

13. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: WCIL shall notify its employees, and shall require each sub of WCIL to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

14. USE OF RECYCLED – CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, WCIL agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by WCIL under this Agreement.

15. COMPLIANCE WITH JURY SERVICE PROGRAM: This MOU is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program"), as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Unless WCIL has demonstrated to the County's satisfaction either that WCIL is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that WCIL qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), WCIL shall have and adhere to a written policy that provides that its employees shall receive from WCIL, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with WCIL or that WCIL deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section 7, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County. If WCIL uses any subcontractor to perform services for the County under the MOU, the subcontractor shall also be subject to the provisions of this Section 7. The provisions of this Section 7 shall be inserted into

any such subcontract agreement and a copy of the Jury Service Program shall be attached to the MOU.

If WCIL is not required to comply with the Jury Service Program when the MOU commences, WCIL shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and WCIL shall immediately notify County if WCIL at any time either comes within the Jury Service Program's definition of "Contractor" or if WCIL no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the MOU, and at its sole discretion, that WCIL demonstrate to the County's satisfaction that WCIL either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that WCIL continues to qualify for an exception to the Program.

WCIL's violation of this Section 7 of the MOU may constitute a material breach of the MOU. In the event of such material breach, County may, in its sole discretion, terminate the MOU and/or bar WCIL from the award of future County contracts for a period of time consistent with the seriousness of the breach.